

1  
2 BILL NO. G-80-01-25 AS AMENDED

3  
4 GENERAL ORDINANCE NO. G-02-80 AS AMENDED

5 AN ORDINANCE APPROVING A CONTRACT  
6 FOR FEASIBILITY STUDY CONCERNING  
7 ACQUISITION, PURCHASE AND/OR CON-  
8 DEMNATION OF PRESENTLY OPERATING  
9 ELECTRIC UTILITY SYSTEM.

10 WHEREAS, heretofore a petition has been filed with the  
11 Common Council pursuant to IC 8-1-2-99 et seq., requesting the  
12 Common Council of the City of Fort Wayne, Indiana to acquire,  
13 purchase and/or condemn the presently operating electric  
14 utility system in order in its place to establish, own and  
15 operate a municipally owned electric utility; and,

16 WHEREAS, said Common Council has heretofore received a  
17 legal opinion from the firm of Chapman and Cutler establishing  
18 the legality of said petition; and,

19 WHEREAS, pursuant to Resolution authorizing employment of  
20 a firm for a feasibility study concerning the City of Fort  
21 Wayne's acquisition of electric utility system, an ad hoc  
22 committee of said Common Council has chosen the firm of R.W.  
23 Beck and Associates, 6535 E. 82nd Street, Indianapolis, Indiana  
24 46250 to conduct said feasibility study; and,

25 WHEREAS, R.W. Beck and Associates has submitted its proposed  
26 Agreement for engineering services which proposed Contract has  
27 been studied by said ad hoc committee of said Common Council.

28 NOW THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE  
29 CITY OF FORT WAYNE, INDIANA:

30 Section 1. That the Common Council of the City of Fort  
31 Wayne, Indiana does hereby approve a certain Agreement for  
32 engineering services submitted to the City of Fort Wayne, Indiana  
33 on January 15, 1980 by said R.W. Beck and Associates subject  
34 to the following:

- 35 (a) If the referendum held in connection with  
the general election in the City of Fort  
Wayne, Indiana on May 6, 1980 results in

1  
2 approval of the City of Fort Wayne, Indiana's  
3 acquisition of the presently operating  
4 electric utility system, R.W. Beck and  
5 Associates shall not be considered as  
6 consultants to said City of Fort Wayne,  
7 Indiana;

8 (b) The sensitivity analysis covering future  
9 litigation costs shall be included in the  
10 Agreement for engineering services to be  
11 performed for the City of Fort Wayne, Indiana  
12 by R.W. Beck and Associates;

13 (c) Since there are several different methods used  
14 to appraise existing plant and equipment, the  
15 Common Council through its representative,  
16 together with a representative of R.W. Beck  
17 and Associates shall arrive at a mutually  
18 acceptable method of appraisal, said  
19 methodology to be approved by the Common  
20 Council of the City of Fort Wayne, Indiana  
21 and utilized in the appraisal of Indiana  
22 & Michigan Electric Company's existing plant  
23 and equipment;

24 (d) Subject to sub-paragraphs (a), (b), and (c)  
25 above the Common Council of the City of  
26 Fort Wayne, Indiana does authorize the  
27 Mayor of the City of Fort Wayne and the  
28 Clerk of the City of Fort Wayne, Indiana  
29 to sign and deliver contract to R.W. Beck  
30 and Associates.



1  
2  
3 BILL NO. G- 80-01-25

*as Amended*

4 GENERAL ORDINANCE NO. G-

*02-80*

5 AN ORDINANCE APPROVING A CONTRACT  
6 FOR FEASIBILITY STUDY CONCERNING  
7 ACQUISITION, PURCHASE AND/OR CON-  
8 DEMNATION OF PRESENTLY OPERATING  
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13 purchase and/or condemn the presently operating electric  
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19 WHEREAS, pursuant to Resolution authorizing employment of  
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21 Wayne's acquisition of electric utility system, an ad hoc  
22 committee of said Common Council has chosen the firm of R.W.  
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25 WHEREAS, R.W. Beck and Associates has submitted its proposed  
26 Agreement for engineering services which proposed Contract has  
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29 CITY OF FORT WAYNE, INDIANA:

30 Section 1. That the Common Council of the City of Fort  
31 Wayne, Indiana does hereby approve a certain Agreement for  
32 engineering services submitted to the City of Fort Wayne, Indiana  
33 on January 15, 1980 by said R.W. Beck and Associates and does  
34 authorize the Mayor of the City of Fort Wayne and the Clerk of  
35 the City of Fort Wayne, Indiana to sign and deliver said  
Contract to R.W. Beck and Associates.

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor of the City of Fort Wayne, Indiana.

*James H. ...*  
Councilman

Approved as to form and legality  
this 21 day of January, 1980.

John H. Logan, Attorney for Common Council

Read the first time in full and on motion by Stier, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee Ad Hoc Committee (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, 19\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 1-22-80

Charles W. Westerman  
CHARLES W. WESTERMAN  
CITY CLERK

Read the third time in full and on motion by Stier, seconded by Stier, and duly adopted, placed on its passage. PASSED (lost) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>6</u>	<u>3</u>	_____	_____	_____
BURNS <u>✗</u>	_____	<u>X</u>	_____	_____	_____
EISBART <u>✗</u>	<u>X</u>	_____	_____	_____	_____
GIAQUINTA <u>✗</u>	<u>X</u>	_____	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____	_____
SCHMIDT, D. <u>✗</u>	_____	<u>X</u>	_____	_____	_____
SCHMIDT, V. <u>✗</u>	<u>X</u>	_____	_____	_____	_____
SCHOMBURG <u>✗</u>	_____	<u>X</u>	_____	_____	_____
STIER <u>✗</u>	<u>X</u>	_____	_____	_____	_____
TALARICO <u>✗</u>	<u>X</u>	_____	_____	_____	_____

DATE: 1-29-80

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. LT-02-80

on the 29th day of January, 19 80.

ATTEST. (SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Vivian A. Schmitt  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 31st day of January, 19 80, at the hour of 10:30 o'clock A. M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 11:00 A.M. 31st day of Jan. 19 80, at the hour of 11:00 o'clock A. M., E.S.T.

Winfield C. Moses, Jr.  
WINFIELD C. MOSES, JR.  
MAYOR

BILL NO. G-80-01-25 (as amended)

REPORT OF THE COMMITTEE ON AD HOC ELECTRIC UTILITY STUDY

WE, YOUR COMMITTEE ON AD HOC ELECTRIC UTILITY STUDY TO WHOM WAS REFERRED AN  
ORDINANCE APPROVING A CONTRACT FOR FEASIBILITY STUDY CONCERNING  
ACQUISITION, PURCHASE AND/OR CONDEMNATION OF PRESENTLY OPERATING  
ELECTRIC UTILITY SYSTEM

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE OK PASS. (as amended)

JAMES S. STIER, CHAIRMAN

PAUL M. BURNS, VICE CHAIRMAN

MARK E. GIAQUINTA

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

*James Stier*

*Mark E. GiaQuinta*

*Vivian G. Schmidt*

1-29-80 CONCURRED IN  
DATE \_\_\_\_\_ CHARLES W. WESTERMAN, CITY CLERK

# R. W. BECK AND ASSOCIATES

ENGINEERS AND CONSULTANTS

PLANNING  
DESIGN  
RATES  
ENVIRONMENTAL  
ECONOMICS  
MANAGEMENT

6535 EAST EIGHTY-SECOND STREET, SUITE 213

POST OFFICE BOX 50232

INDIANAPOLIS, INDIANA 46250

317-849-9720

GENERAL OFFICE  
SEATTLE, WASHINGTON  
206-622-5000

FILE NO. II-3364-EAL-MX

January 23, 1980

Mr. John Logan, Attorney  
Common Council  
City of Fort Wayne  
One Main Street  
Fort Wayne, Indiana 46802

Dear Mr. Logan:

During a meeting with Mr. Bernard Perry in my office on January 23, 1980, he passed along to me some of the concerns of the Council members regarding our Agreement for Engineering Services. In this letter I will discuss each of the following four points and trust that you will pass along my comments to the Council Members:

1. Calculation of loss of income from existing lease with I&M and any earnings thereon.
2. Attendance of the Consulting Engineer at public meetings to explain the Engineering Report.
3. Estimate of increase or decrease in annual cost to the City for street lighting under municipal ownership vs. I&M service.
4. Consequence of the City not being able to provide all of the information requested by the Consulting Engineer.

Items 1 and 2 are simply individual pieces of the total study. In order to make any valid comparisons each must be considered for the effect it would have on the total operating result under municipal ownership vs. I&M service and this will be done.

Item 3 is a matter of the amount of funds available at that point. We hope that sufficient funds are available to allow us to attend as many public meetings as the Council decides to schedule.



With respect to Item 4, I want to assure you that an Engineering Report will be published. Qualifying assumptions and estimates may have to be made to replace unavailable data, which will increase the spread in the range of the results. We have been assured of the City's diligent effort in obtaining the data and are satisfied that sufficient data will be obtained.

I hope that this will allay the concerns of the Council but if there are any other questions, please do not hesitate to contact me.

Very truly yours,

R. W. BECK AND ASSOCIATES



Gary Cornish  
Associate and Manager  
Indianapolis Office

GDC/ss

FORT WAYNE, INDIANA  
ELECTRIC SYSTEM ACQUISITION STUDY  
INITIAL DATA REQUEST

A. Data from Indiana & Michigan Electric Company (I&ME) and American Electric Power Company (AEP).

1. December, 1979 monthly financial report of I&ME and Indiana and Michigan Power Company showing statistics and financial information for month of December and year-to-date totals.

2. The most recently completed long-range load forecast for I&ME and AEP.

3. Generation and transmission system additions scheduled for the next ten years by I&ME and AEP.

4. Copy of all I&ME maps covering the Fort Wayne Division and showing poles, towers, transmission lines, substations, distribution primary voltage lines, secondary voltage lines and distribution transformers.

5. I&ME's annual sales history for the last ten years for the Fort Wayne Rate Area showing the following information by tariff:

1. Total Revenue
2. Fuel Adjustment Revenue
3. Metered Kilowatt-hour Sales
4. Billing Demand
5. Number of Customers or Number of Lamps for Lighting Tariffs

6. Same request as No. 5 above except data should be provided for the Fort Wayne Division.

7. Same data as requested in item Nos. 5 and 6 above except that on a monthly basis for calendar year 1975.

8. An itemized list of Betterments, Enlargements and Extensions made by I&ME to property leased from the City of Fort Wayne in accordance with the Lease Agreement. Data should be provided by plant account for each year since Closing of the Lease Agreement.

9. I&ME's budgeted Betterments, Enlargements and Extensions to Leased Property for the next 10 years, or as available.

10. I&ME's budgeted plant additions and retirements in the Fort Wayne Rate Area and the Fort Wayne Division for the next 10 years or as available.

11. I&ME's current labor agreements with labor unions representing I&ME's employees in the Fort Wayne Division.

12. 1978 and 1979 annual maximum peak kVA and kW demands at each transmission and distribution substation transformer in the Fort Wayne Division.

B. Data from City of Fort Wayne (City)

1. Copies of all annual reports to FPC or PSCI for the last ten years of operations.

2. Copies of or accesss to copies of maps, books, records etc delivered to Company by City in accordance with Articles XXII and XXIII of the Lease Agreement.

3. Description of all City-owned or leased property which was used in total or in part in the operation or administration of the Municipal Electric Utility prior to the Lease Agreement. Properties described should include buildings, office space, data processing facilities, furniture, equipment, vehicles, etc.

4. Enumeration of the properties described above which would be available for total or partial use by a reorganized municipal electric system.

5. Current map of Fort Wayne showing existing corporate limits and anticipated annexations.

**BERNARD T. PERRY**

*Certified Public Accountant*

SUITE 102

1815 NORTH MERIDIAN STREET

INDIANAPOLIS, INDIANA 46202

(317) 924-5543

January 17, 1980

Mr. John Logan  
Attorney at Law  
910 Lincoln Bank Tower  
Fort Wayne, Indiana 46802

Dear John:

Enclosed are an Agreement for Engineering Services prepared by R. W. Beck and Associates in connection with the City's proposed electric system acquisition study and Beck's Initial Data Request thereunder. It is my understanding that you will circulate this information with any comments you may have to members of the Ad Hoc Committee. It is further my understanding that members of the Committee should have their comments on these data available for discussion at a committee meeting of the Common Council on Tuesday, January 22, 1980, at 7:00 p.m.

I have reviewed the Beck contract and find the scope of services as set forth in Articles I.A. through I.L. quite comprehensive and satisfactory for the purposes required by the City. Article I.M. give me some concern because of the responsibility of the City to provide data and information to the Consulting Engineer particularly when that section of the contract is amplified by the Initial Data Request. That request requires the production of information by Indiana and Michigan Electric Company and American Electric Power Company which I am not altogether sure these companies would produce voluntarily nor could be required to produce pursuant to any subpoena power now available. In the event voluntary production of documents is not possible, the only other source would be the files of FERC in Washington or PSC in Indianapolis. The problem of getting access to reliable information is not unique to the Beck organization in this case but would apply in the case of any consulting firm employed by the City. In the contract form submitted by Beck at Article II.B., they have consented to the \$60,000 limitation with the further provision that if they or the City are unable to obtain the information requested on a timely basis they will not be obligated to continue under the contract unless the City relaxes the \$60,000 limitation. Everyone on the Committee and the Council should be aware of this problem both as to ultimate cost and as to the ability of the Consulting Engineer to produce a final report prior to the deadline consistent with the scope outlined in Part I of the contract.

The second paragraph of Article I.M. provides that the City will furnish legal counsel as needed by the Consulting Engineer. I have already

January 17, 1980

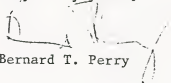
discussed this matter with Garry Cornish and we both have agreed that the Indianapolis firm of Smith, Morgan and Ryan would be convenient and acceptable under the circumstances. Cornish is also aware that we have a limited budget in this regard. When the contract is formally ratified, the Council should authorize the writer and you to advise Smith, Morgan and Ryan of their appointment and the scope of services and budget permitted.

In Article II.A. of the contract I would suggest that R. W. Beck be requested to provide the City with a list of hourly salary costs for each of the Consulting Engineers and other personnel which will be assigned to this project.

Pursuant to Article I.K. the Consulting Engineer is obligated to attend and participate in only one public meeting to answer questions relating to the final report. I believe this limitation is inadequate in the circumstances and should be deleted.

I am planning to be in Fort Wayne on Tuesday afternoon and will contact you when I get in town. Meanwhile, if you have any questions, call me.

Very truly yours,



Bernard T. Perry

BTP:jk

cc: Mark Akers ✓  
Hon. Winfield Moses  
Encs.

R. W. Beck and Associates  
AGREEMENT FOR ENGINEERING SERVICES

Date: January 15, 1980 No. II-3364-EA1-MX  
Client: City of Fort Wayne Beck Office: Indianapolis  
Address: City County Building Address: 6535 East 82nd Street  
One Main Street P. O. Box 50232  
Fort Wayne, Indiana 46825 Indianapolis, Indiana 46250

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Project: Electric System Acquisition Study

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This Agreement for Engineering Services combines all understandings relative to the engineering services for this Project into a single agreement superseding all previous correspondence and discussions.

All studies, reports, estimates and other services for this Project which are required and payment for such services shall be in accordance with the details in the following Parts which, together with the acceptance, shall constitute the whole agreement:

- Part I - Services
- Part II - Payment
- Part III - Standard Provisions

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City of Fort Wayne, Indiana Owner and Client	R. W. Beck and Associates Consulting Engineer
Accepted By: _____ Title: _____	Submitted By: <u><i>[Signature]</i></u> Title: <u>Registered Professional Engineer in the State of Indiana</u>
Attest By: _____ Title: _____	Authorized By: <u><i>[Signature]</i></u> Title: <u>Partner and Manager Midwest Region</u>

PART I - SERVICES

City of Fort Wayne, Indiana  
Electric System Acquisition Study

I.A. General Scope of Services

The Consulting Engineer will conduct certain engineering, engineering-economic and engineering-financing studies to estimate the costs, benefits, advantages and disadvantages to the City of Ft. Wayne (i) acquiring certain electric properties in and around the City which are presently owned by the Indiana and Michigan Electric Company (I&ME); (ii) integrating such properties with electric distribution facilities owned by the City and presently leased to I&ME, to establish an integrated electric system in and around the City; (iii) establishing a management organization and staff complement to operate, maintain, renew, replace, improve and extend such properties as is necessary to provide reliable electric service to existing and future customers within a designated service area in and around the City; and (iv) meeting the obligations of a distribution only type of electric utility including those obligations which predictably would be incurred by contracting with I&ME and/or other suppliers of bulk power and borrowing from investors to pay the capital cost of acquisition and construction of electric properties and establishing an integrated electric system. The results of such engineering studies would be presented in an engineering report containing a summary of the studies conducted, conclusions with respect to costs, benefits, advantages and disadvantages of acquisition of the electric utility properties and establishment of an operating utility.

I.B. Study Control Memorandum

Within ten working days following authorization by the City to proceed with the studies generally outlined in paragraph I.A. above, the Consulting Engineer will submit to the City for review, a draft Study Control Memorandum setting forth (i) major considerations and assumptions to be used in the conduct of the study; (ii) important policy considerations by the City to be used as a guide in the studies; (iii) list of data, documents and information to be obtained or furnished by the City; (iv) outline of legal opinions, interpretations and guidance to be furnished by legal counsel to the City; and (v) description of proposed format of presentation of results to be in the final engineering report. Following review by the City and within five working days after a one-day meeting with representatives of the City, including special consultants and legal counsel to the City, the final Study Control Memorandum will be prepared and submitted to the City for approval. Following approval by the City of the Study Control Memorandum, the Consulting Engineer will proceed immediately with tasks outlined in paragraphs I.C. through I.M. following.

I.C. Identification of Service Area

From maps, diagrams, data and information furnished by the City at the request of the Consulting Engineer and from engineering studies undertaken by the Consulting Engineer, the Consulting Engineer will identify an approximate boundary for study purposes inside of which the City would be assumed to be the sole supplier of electricity at retail, the area thus bounded to be referred to hereinafter as the City's Electric Service Area or Service Area.

PART I - SERVICES

I.D. Description of Facilities to be Acquired,  
Recaptured and Constructed

From maps, diagrams, data and information furnished by the City at the request of the Consulting Engineer, and from engineering studies undertaken by the Consulting Engineer, the Consulting Engineer will estimate and describe:

1. Electric Facilities to be acquired by the City from I&ME inside the Service Area.
2. Electric facilities owned by the City to be recaptured by the City from I&ME.
3. Physical severance, if any, to provide for continued service to residual customers of I&ME immediately outside of the Service Area.
4. New facilities in I&ME's existing substations and on I&ME's high voltage transmission network in the vicinity of the City to establish bulk delivery points for receipt of the City's power and energy requirements.
5. New facilities to integrate the acquired and recaptured electric facilities and establish a reliable electric distribution system in the City's Electric Service Area.
6. General plant to be acquired or constructed to provide space to administer, operate, maintain and control the electric distribution system inside the City's Electric Service Area.
7. Spare parts inventory, rolling stock and miscellaneous equipment to be on hand to initiate operation and maintenance of the electric distribution system inside the City's Electric Service Area.
8. General plant of I&ME's, if any, which would be rendered useless to I&ME and the City by cessation of I&ME general office operations in Ft. Wayne.

I.E. Customers to be Served and Energy Sales

From data and information furnished by the City at the request of the Consulting Engineer and from engineering studies undertaken by the Consulting Engineer, the Consulting Engineer will estimate and describe:

1. The number of electric customers, by classification, inside the Service Area in 1978.
2. The kilowatt-hour sales to customers, by classification, inside the Service Area in 1978.



PART I - SERVICES

3. Industrial customers inside the Service Area which because of size, delivery point requirements, contractual arrangements or load characteristics should remain as customers of I&ME.
4. The future kilowatt-hour sales to customers, by classification, inside the Service Area in 1981, 1985 and 1990 using historic trend analysis and curve fit methodology.
5. The aggregate kilowatt, kilowatt-hour and kilovar requirements at the electric system delivery points for 1978, 1981, 1985 and 1990.

I.F. Cost of Acquisition and Construction

From maps, diagrams, data and information furnished by the City at the request of the Consulting Engineer, from information compiled under paragraph I.D. hereof and engineering-economic studies undertaken by the Consulting Engineer, the Consulting Engineer will estimate:

1. A range of purchase prices considered to be reasonable for the electric facilities to be acquired by the City from I&ME inside the Service Area.
2. The cost to be borne by the City for the physical severance, if any, for continued electric service to the residual customers of I&ME immediately outside the Service Area.
3. The cost to construct new electric facilities to establish bulk delivery points for the City's power and energy requirements.
4. The cost to construct new facilities to integrate the acquired and recaptured electric facilities to establish a reliable electric distribution system in the City's Electric Service Area.
5. The costs to acquire and construct general plant for space to administer, operate, maintain and control the electric distribution system inside the City's Electric Service Area.
6. The cost to acquire spare parts inventory, rolling stock, miscellaneous equipment and working capital to initiate operation and maintenance of the electric distribution system inside the City's Electric Service Area.
7. The cost of organizational severance, if any, associated with I&ME's cessation of service in its Ft. Wayne Rate Area and removal of I&ME's general office operations from Ft. Wayne including invested portion of employees transferred pension programs, penalties or liabilities for termination of the lease agreement with I&ME as determined by legal counsel to the City.

PART I - SERVICES

8. The principal amount of bonds to be secured from the estimated revenues of the City, which bonds would be issued by the City to pay the cost of acquisition and construction of facilities, fund working capital requirements, fund the cost of physical and organizational severance, if any, fund reasonable reserves as customarily required for such debt financings and pay financing costs, including engineering, legal and financing fees associated with acquisition and financing of the electric facilities.

I.G. Description of Management, Organization and Operations of the Electric Distribution System

The Consulting Engineer will estimate and describe the general management organization, operating work force and personnel requirements for the City to initiate operation and maintenance of an electric distribution system in the Service Area.

I.H. Estimate of I&ME Cost of Service

From data and information furnished by the City at the request of the Consulting Engineer and engineering studies undertaken by the Consulting Engineer the Consulting Engineer will estimate the average charges for providing retail electric service by I&ME in its Ft. Wayne Rate Area in 1978, 1981, 1985 and 1990 and will estimate the average charges for providing bulk power supply to the City as an all requirements wholesale customer of I&ME in 1978, 1981, 1985 and 1990.

I.I. Estimate of Operating Results

From information compiled by the Consulting Engineer as a result of the tasks identified in paragraphs I.E., I.F., and I.H. the Consulting Engineer will estimate the results of operations by the City of an electric system in the Service Area for the years 1978, 1981, 1985 and 1990 taking into consideration:

1. Revenues to be derived under estimated average charges for I&ME's retail electric service and the estimate of kilowatt-hour sales by class of customer inside the Service Area.
2. Other income to be derived by the City from estimated investment of reserve and surplus funds of the City associated with ownership and operation of an electric distribution system in the Service Area.
3. Cost of labor, material, equipment and supplies estimated to be required to operate and maintain the electric distribution system in the Service Area.
4. Cost of bulk power supply to meet the estimated power and energy requirements of the City at average charges for wholesale power service from I&ME.

PART I - SERVICES

5. Cost of accounting and collections, customer service and miscellaneous sales expenses.
6. Cost of administration, including labor, employee overheads, insurance, director's expense, etc.
7. In lieu of tax payments, if any, to be made from the revenues of the operation of the electric distribution system.
8. Interest on estimated long-term debt.
9. Depreciation on utility property estimated to be acquired and constructed.
10. Amortization of estimated intangible plant, including the cost of physical and organizational severance, if any.
11. Retirement of debt associated with bonds estimated to be issued by the City to pay the capital cost of acquisition and construction of electric facilities and establishing an electric system in the Service Area.
12. Cost of estimated renewals and replacements of utility plant not customarily expensed as maintenance; and cost of normal extensions and improvements to the electric distribution system for new customer service.

I.J. Sensitivity Analyses

From the results of engineering-economic studies associated with the tasks undertaken as a part of paragraph I.H., the Consulting Engineer will perform certain additional studies to estimate the effect upon the estimated net income to the City in 1978, 1981, 1985 and 1990 for ownership and operation of an electric distribution system in the Service Area taking into consideration:

1. Variations in the cost of acquisition of the I&ME electric properties in the Service Area, including organizational severance, if any, caused by court determination of fair value of such properties lower and higher than the range of acquisition costs estimated in paragraph I.F. hereof.
2. Variations in the cost of acquisition of the I&ME electric properties in the Service Area, including organizational severance, if any, and the cost of construction of new facilities and integration of existing facilities caused by delays in acquisition and establishment of a City owned and operated electric distribution system in the Service Area.

PART I - SERVICES

3. Variations in the interest rate on long-term debt estimated to be incurred by the City to pay the capital cost of acquisition and construction of electric facilities and establishing an electric system in the Service Area.
4. Variations in the estimated cost of retail and wholesale electric service of I&ME.
5. Variations in the estimated sales of electricity in the Service Area.

I.K. Engineering Report

The Consulting Engineer will prepare and furnish to the City in accordance with the schedule and format established pursuant to the tasks outlined in paragraph I.A. hereof, status reports, a draft engineering report and a final engineering report setting forth in written and graphic form the results and conclusions of the Consulting Engineer with respect to the costs, benefits, advantages and disadvantages of the City acquiring and constructing electric facilities and establishing an electric distribution system in the Service Area. Within ten working days of final review of the draft report by the City as evidenced by a notification of acceptance delivered to the Consulting Engineer, the Consulting Engineer will furnish 25 copies of the final report to the City for its use. The Consulting Engineer will attend and participate in one public meeting in Ft. Wayne to present information and answer questions relating to the final report.

I.L. Order of Magnitude Estimates

The Consulting Engineer will prepare and present "Order of Magnitude Estimates" only reflecting the accuracy, source and dependability of data and information furnished by the City at the request of the Consulting Engineer or obtained by the Consulting Engineer from the public record, which estimates will be developed using practices and procedures normally employed by professional engineers normally engaged in studies of like questions and similar circumstances.

The Consulting Engineer will not express, nor warrant by implications, a guarantee of the estimates to be presented in the draft or final engineering reports.

I.M. To Be Provided By The City

The City will obtain and furnish to the Consulting Engineer maps, diagrams, records, data and information as is requested by the Consulting Engineer and not otherwise reasonably available to the Consulting Engineer in the public record.

The City will furnish legal counsel as needed by the Consulting Engineer to obtain information in the public record and provide legal interpretation of contract documents, statutes, codes and government regulations.

-END OF PART I-

R. W. Beck and Associates

PART II - PAYMENT

City of Fort Wayne, Indiana  
Electric System Acquisition Study

II.A. Basis of Payment

For the services furnished, the City shall pay R. W. Beck and Associates, Consulting Engineer, upon submission of monthly invoices, an amount equal to the actual hours of services furnished multiplied by the product of the Consulting Engineer's established hourly Salary Cost, which includes an allowance for personnel benefits, and a factor of 2.25.

In addition, the City shall reimburse the Consulting Engineer each month at cost for all out-of-pocket expenses directly chargeable to the work, at the Consulting Engineer's then current rates for computer and reproduction facilities and at cost plus 10% for Special Consultants and Subcontractors.

II.B. Amount of Contract

On the basis of the scope of services identified to be provided by the Consulting Engineer in paragraphs I.A. through I.L. in PART I - SERVICES, the total amount to be paid by the City for such services furnished and expenses reimbursed shall not exceed \$60,000.00 without prior written authorization by the City. However, should the services to be provided by the Consulting Engineer exceed that identified in PART I - SERVICES and cause the total charges to exceed \$60,000 or should the City be unable to obtain the information requested by the Consulting Engineer under paragraph I.M. in PART I - SERVICES on a timely basis, the Consulting Engineer will not be obligated to continue to provide services until and unless the City authorizes charges in excess of \$60,000.

-END OF PART II-

PART III - STANDARD PROVISIONS**III.A. Consulting Engineer's Organizations**

R. W. Beck and Associates is a partnership and R. W. Beck and Associates, Inc. is a corporation controlled by the partnership. Both entities are organized and operating under the laws of the State of Washington. It is expressly agreed that the partnership may be changed by addition or reduction in the number of the partners or redistribution of the partnership interests and this Agreement may be assigned to the partnership or to the corporation. The Consulting Engineer may assign the compensation from this Agreement to any other entity.

**III.B. Professional Services**

The Consulting Engineer shall be consultant and advisor to the Client and shall not be agent or representative of the Client. The Consulting Engineer represents that the services furnished under this Agreement will be in accordance with generally accepted professional practices. Any estimate of cost of equipment, construction, ownership or operation furnished by the Consulting Engineer shall be the Consulting Engineer's opinion based upon its professional judgment and experience. The Consulting Engineer makes no other representation or warranty, express or implied.

**III.C. Change in Scope and Delays**

1. If the provisions for payment in this Agreement provide for a fixed fee or a maximum payment for services, such fee or maximum is for the Scope of Services described in the Agreement. If the Scope of Services is modified so that more or less work or time is required, and such modification is approved by the Client and the Consulting Engineer, the fee or maximum and the time will be equitably adjusted.

2. In the event of delays in or failures of performance of the Consulting Engineer caused by circumstances beyond its control, the Consulting Engineer's fee or maximum and the time allowed shall be equitably adjusted, and such delays or failures shall not constitute a default or give rise to any claim against the Consulting Engineer.

**III.D. Relating to Payment**

1. The Consulting Engineer's "Salary Costs" allow for basic salary and personnel benefits, including: life, accident and medical insurance; sick leave, holiday and vacation pay; social security, workmen's compensation, unemployment compensation and pension retirement contributions; and similar employment-related costs. Basic salary per hour shall be twelve times current monthly salary for employees or current monthly drawings in lieu of salary for partners, exclusive of overtime, bonus or other profit participation payments, divided by 2,080.

2. The Consulting Engineer's "Out-of-Pocket Expenses" are those expenditures made by the Consulting Engineer, other than Salary Costs, costs of reproduction and computer facilities and costs of Special Consultants and Subcontractors, which are directly chargeable to the Project and which would not otherwise have been incurred. Such expenditures include, but are not limited to, transportation, lodging, subsistence, communications, liability and other insurance premiums when required by the Client in addition to the types and amounts currently carried by the Consulting Engineer, taxes other than those levied on the profits or net income of the Consulting Engineer, equipment rentals and repair, and special mailing, forms, materials and supplies required during the progress of the work. Reimbursement for out-of-pocket expenses shall be an amount equal to the cost thereof.

3. In event of the inability or failure of the Client to pay as agreed, interest commencing sixty days after the date of invoice shall be paid by the Client to the Consulting Engineer on the last day of each month on all unpaid amounts due the Consulting Engineer at the interest rate then currently available to the Consulting Engineer at the Rainier National Bank of Seattle.

**III.E. Insurance**

The Consulting Engineer shall maintain in effect, to the extent that such insurance is available at reasonable cost, employer's liability, professional liability, comprehensive general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance with respect to employees and vehicles of the Consulting Engineer assigned to the prosecution of work under this Agreement in a maximum amount not less than \$5,000,000 and statutory workmen's compensation protection. Upon written request, the Consulting Engineer will supply to the Client a description of each such insurance policy currently in effect, specifying the amount thereof. The Consulting Engineer will obtain and thereafter maintain in effect, if reasonably available, such additional insurance as may be requested by the Client, the cost of which shall be reimbursed by the Client.

**III.F. Liability**

1. The Consulting Engineer shall defend, indemnify and hold harmless the Client and its governing board, officers, agents, employees and servants from all sums for which it is finally determined that the Consulting Engineer has legal liability to other than the Client arising out of any acts, errors or omissions of the Consulting Engineer in furnishing services pursuant to this Agreement; provided, however, such defense, indemnification and hold harmless shall not exceed the sum of the amounts paid to or on behalf of the Consulting Engineer as the proceeds of any applicable insurance plus the deductible amount of such insurance.

PART III - STANDARD PROVISIONS

2. The Client will limit any and all claims of the Client against the Consulting Engineer, its partners, officers, agents, employees or servants, to an amount not to exceed the sum of the amounts paid to or on behalf of the Consulting Engineer as the proceeds of any applicable insurance plus the deductible amount of such insurance or \$200,000, whichever is greater.

3. In partial but specific consideration of the execution of this Agreement by the Consulting Engineer, it is agreed that for amounts not reimbursed by nor within the deductible amount of the insurance maintained by the Consulting Engineer, the Client shall indemnify the Consulting Engineer, its partners, officers, agents, employees and servants against all expense or liability of any kind arising out of any claim for loss of life, bodily or personal injury, property damage or other loss from any cause related to the furnishing of the services covered by this Agreement, except the sole negligence of the Consulting Engineer.

4. The Client and the Consulting Engineer shall not be liable to each other in any event for consequential damages, including but not limited to: interest (except as otherwise provided); loss of anticipated revenues, earnings or profits; increased expense of operations; or loss by reason of shutdown or non-operation due to late completion or otherwise.

5. In the event of any payment of any kind by or on behalf of either party to this Agreement under the provisions of this paragraph entitled "Liability" to or on behalf of the other party, the paying party shall be subrogated to the extent of the amount of such payment to all rights and remedies of the other party against any third party regarding any matter to which such payment is pertinent.

#### III.G. Suspension or Termination of Services

The Client or the Consulting Engineer may suspend or terminate any or all services covered in this Agreement at any time upon written notice in which event the Client shall pay the Consulting Engineer for all services rendered and expenses incurred to the effective date of such suspension or termination.

#### III.H. Contractor's Performance and Safety

The Consulting Engineer shall not be responsible: for safety on the Client's premises or project site; for providing or assuring a safe place for the performance of the work; for safety precautions, programs or equipment; for construction means, methods, techniques, sequences or procedures; nor for contractor's failure to perform the work in accordance with the Contract Documents.

#### III.I. Disposition of Documents

Upon completion of the services provided under this Agreement, the Consulting Engineer shall deliver to the Client one copy of all Reports, Specifications and Contract Documents and one transparency of each of the Drawings. The originals of all Reports, Specifications, Drawings and Contract Documents shall be retained by the Consulting Engineer and upon request by the Client, the Consulting Engineer will furnish copies to the Client at actual cost of duplication and mailing. If such Reports, Specifications, Drawings or Contract Documents or reproductions thereof, or any other items relating to the services of the Consulting Engineer are changed in any way or used by the Client for any other project or purpose, the Client shall indemnify, defend and hold harmless the Consulting Engineer from all loss, damage, liability or expense arising out of such changes or use.

#### III.J. Equal Opportunity

The Consulting Engineer will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Consulting Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex or national origin.

#### III.K. Severability and Headings

1. If any part of this Agreement, including, but not limited to, any provision, paragraph, clause, phrase or words, is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder shall be given full force and effect.

2. The descriptive headings used in this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions of this Agreement.

#### III.L. Notice

All notices relating to this Agreement shall be in written form delivered in person or by Registered or Certified United States Mail, postage prepaid, to the Consulting Engineer or to the Client to the attention of its chief executive officer at the last business address of the principal office of the addressee known to the sender.

- END OF PART III -



PART I - SERVICES

City of Fort Wayne, Indiana  
Electric System Acquisition Study

I.A. General Scope of Services

The Consulting Engineer will conduct certain engineering, engineering-economic and engineering-financing studies to estimate the costs, benefits, advantages and disadvantages to the City of Ft. Wayne (i) acquiring certain electric properties in and around the City which are presently owned by the Indiana and Michigan Electric Company (I&ME); (ii) integrating such properties with electric distribution facilities owned by the City and presently leased to I&ME, to establish an integrated electric system in and around the City; (iii) establishing a management organization and staff complement to operate, maintain, renew, replace, improve and extend such properties as is necessary to provide reliable electric service to existing and future customers within a designated service area in and around the City; and (iv) meeting the obligations of a distribution only type of electric utility including those obligations which predictably would be incurred by contracting with I&ME and/or other suppliers of bulk power and borrowing from investors to pay the capital cost of acquisition and construction of electric properties and establishing an integrated electric system. The results of such engineering studies would be presented in an engineering report containing a summary of the studies conducted, conclusions with respect to costs, benefits, advantages and disadvantages of acquisition of the electric utility properties and establishment of an operating utility.

I.B. Study Control Memorandum

Within ten working days following authorization by the City to proceed with the studies generally outlined in paragraph I.A. above, the Consulting Engineer will submit to the City for review, a draft Study Control Memorandum setting forth (i) major considerations and assumptions to be used in the conduct of the study; (ii) important policy considerations by the City to be used as a guide in the studies; (iii) list of data, documents and information to be obtained or furnished by the City; (iv) outline of legal opinions, interpretations and guidance to be furnished by legal counsel to the City; and (v) description of proposed format of presentation of results to be in the final engineering report. Following review by the City and within five working days after a one-day meeting with representatives of the City, including special consultants and legal counsel to the City, the final Study Control Memorandum will be prepared and submitted to the City for approval. Following approval by the City of the Study Control Memorandum, the Consulting Engineer will proceed immediately with tasks outlined in paragraphs I.C. through I.M. following.

I.C. Identification of Service Area

From maps, diagrams, data and information furnished by the City at the request of the Consulting Engineer and from engineering studies undertaken by the Consulting Engineer, the Consulting Engineer will identify an approximate boundary for study purposes inside of which the City would be assumed to be the sole supplier of electricity at retail, the area thus bounded to be referred to hereinafter as the City's Electric Service Area or Service Area.



PART I - SERVICES

I.D. Description of Facilities to be Acquired,  
Recaptured and Constructed

From maps, diagrams, data and information furnished by the City at the request of the Consulting Engineer, and from engineering studies undertaken by the Consulting Engineer, the Consulting Engineer will estimate and describe:

1. Electric Facilities to be acquired by the City from I&ME inside the Service Area.
2. Electric facilities owned by the City to be recaptured by the City from I&ME.
3. Physical severance, if any, to provide for continued service to residual customers of I&ME immediately outside of the Service Area.
4. New facilities in I&ME's existing substations and on I&ME's high voltage transmission network in the vicinity of the City to establish bulk delivery points for receipt of the City's power and energy requirements.
5. New facilities to integrate the acquired and recaptured electric facilities and establish a reliable electric distribution system in the City's Electric Service Area.
6. General plant to be acquired or constructed to provide space to administer, operate, maintain and control the electric distribution system inside the City's Electric Service Area.
7. Spare parts inventory, rolling stock and miscellaneous equipment to be on hand to initiate operation and maintenance of the electric distribution system inside the City's Electric Service Area.
8. General plant of I&ME's, if any, which would be rendered useless to I&ME and the City by cessation of I&ME general office operations in Ft. Wayne.

I.E. Customers to be Served and Energy Sales

From data and information furnished by the City at the request of the Consulting Engineer and from engineering studies undertaken by the Consulting Engineer, the Consulting Engineer will estimate and describe:

1. The number of electric customers, by classification, inside the Service Area in 1978.
2. The kilowatt-hour sales to customers, by classification, inside the Service Area in 1978.

PART I - SERVICES

3. Industrial customers inside the Service Area which because of size, delivery point requirements, contractual arrangements or load characteristics should remain as customers of I&ME.
4. The future kilowatt-hour sales to customers, by classification, inside the Service Area in 1981, 1985 and 1990 using historic trend analysis and curve fit methodology.
5. The aggregate kilowatt, kilowatt-hour and kilovar requirements at the electric system delivery points for 1978, 1981, 1985 and 1990.

I.F. Cost of Acquisition and Construction

From maps, diagrams, data and information furnished by the City at the request of the Consulting Engineer, from information compiled under paragraph I.D. hereof and engineering-economic studies undertaken by the Consulting Engineer, the Consulting Engineer will estimate:

1. A range of purchase prices considered to be reasonable for the electric facilities to be acquired by the City from I&ME inside the Service Area.
2. The cost to be borne by the City for the physical severance, if any, for continued electric service to the residual customers of I&ME immediately outside the Service Area.
3. The cost to construct new electric facilities to establish bulk delivery points for the City's power and energy requirements.
4. The cost to construct new facilities to integrate the acquired and recaptured electric facilities to establish a reliable electric distribution system in the City's Electric Service Area.
5. The costs to acquire and construct general plant for space to administer, operate, maintain and control the electric distribution system inside the City's Electric Service Area.
6. The cost to acquire spare parts inventory, rolling stock, miscellaneous equipment and working capital to initiate operation and maintenance of the electric distribution system inside the City's Electric Service Area.
7. The cost of organizational severance, if any, associated with I&ME's cessation of service in its Ft. Wayne Rate Area and removal of I&ME's general office operations from Ft. Wayne including invested portion of employees transferred pension programs, penalties or liabilities for termination of the lease agreement with I&ME as determined by legal counsel to the City.

PART I - SERVICES

8. The principal amount of bonds to be secured from the estimated revenues of the City, which bonds would be issued by the City to pay the cost of acquisition and construction of facilities, fund working capital requirements, fund the cost of physical and organizational severance, if any, fund reasonable reserves as customarily required for such debt financings and pay financing costs, including engineering, legal and financing fees associated with acquisition and financing of the electric facilities.

I.G. Description of Management, Organization and Operations of the Electric Distribution System

The Consulting Engineer will estimate and describe the general management organization, operating work force and personnel requirements for the City to initiate operation and maintenance of an electric distribution system in the Service Area.

I.H. Estimate of I&ME Cost of Service

From data and information furnished by the City at the request of the Consulting Engineer and engineering studies undertaken by the Consulting Engineer the Consulting Engineer will estimate the average charges for providing retail electric service by I&ME in its Ft. Wayne Rate Area in 1978, 1981, 1985 and 1990 and will estimate the average charges for providing bulk power supply to the City as an all requirements wholesale customer of I&ME in 1978, 1981, 1985 and 1990.

I.I. Estimate of Operating Results

From information compiled by the Consulting Engineer as a result of the tasks identified in paragraphs I.E., I.F., and I.H. the Consulting Engineer will estimate the results of operations by the City of an electric system in the Service Area for the years 1978, 1981, 1985 and 1990 taking into consideration:


1. Revenues to be derived under estimated average charges for I&ME's retail electric service and the estimate of kilowatt-hour sales by class of customer inside the Service Area.
2. Other income to be derived by the City from estimated investment of reserve and surplus funds of the City associated with ownership and operation of an electric distribution system in the Service Area.
3. Cost of labor, material, equipment and supplies estimated to be required to operate and maintain the electric distribution system in the Service Area.
4. Cost of bulk power supply to meet the estimated power and energy requirements of the City at average charges for wholesale power service from I&ME.

PART I - SERVICES

5. Cost of accounting and collections, customer service and miscellaneous sales expenses.
6. Cost of administration, including labor, employee overheads, insurance, director's expense, etc.
7. In lieu of tax payments, if any, to be made from the revenues of the operation of the electric distribution system.
8. Interest on estimated long-term debt.
9. Depreciation on utility property estimated to be acquired and constructed.
10. Amortization of estimated intangible plant, including the cost of physical and organizational severance, if any.
11. Retirement of debt associated with bonds estimated to be issued by the City to pay the capital cost of acquisition and construction of electric facilities and establishing an electric system in the Service Area.
12. Cost of estimated renewals and replacements of utility plant not customarily expensed as maintenance; and cost of normal extensions and improvements to the electric distribution system for new customer service.

I.J. Sensitivity Analyses

From the results of engineering-economic studies associated with the tasks undertaken as a part of paragraph I.H., the Consulting Engineer will perform certain additional studies to estimate the effect upon the estimated net income to the City in 1978, 1981, 1985 and 1990 for ownership and operation of an electric distribution system in the Service Area taking into consideration:

1. Variations in the cost of acquisition of the I&ME electric properties in the Service Area, including organizational severance, if any, caused by court determination of fair value of such properties lower and higher than the range of acquisition costs estimated in paragraph I.F. hereof.
  2. Variations in the cost of acquisition of the I&ME electric properties in the Service Area, including organizational severance, if any, and the cost of construction of new facilities and integration of existing facilities caused by delays in acquisition and establishment of a City owned and operated electric distribution system in the Service Area.
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PART I - SERVICES

3. Variations in the interest rate on long-term debt estimated to be incurred by the City to pay the capital cost of acquisition and construction of electric facilities and establishing an electric system in the Service Area.
4. Variations in the estimated cost of retail and wholesale electric service of I&ME.
5. Variations in the estimated sales of electricity in the Service Area.

I.K. Engineering Report

The Consulting Engineer will prepare and furnish to the City in accordance with the schedule and format established pursuant to the tasks outlined in paragraph I.A. hereof, status reports, a draft engineering report and a final engineering report setting forth in written and graphic form the results and conclusions of the Consulting Engineer with respect to the costs, benefits, advantages and disadvantages of the City acquiring and constructing electric facilities and establishing an electric distribution system in the Service Area. Within ten working days of final review of the draft report by the City as evidenced by a notification of acceptance delivered to the Consulting Engineer, the Consulting Engineer will furnish 25 copies of the final report to the City for its use. The Consulting Engineer will attend and participate in one public meeting in Ft. Wayne to present information and answer questions relating to the final report.

I.L. Order of Magnitude Estimates

The Consulting Engineer will prepare and present "Order of Magnitude Estimates" only reflecting the accuracy, source and dependability of data and information furnished by the City at the request of the Consulting Engineer or obtained by the Consulting Engineer from the public record, which estimates will be developed using practices and procedures normally employed by professional engineers normally engaged in studies of like questions and similar circumstances.

The Consulting Engineer will not express, nor warrant by implications, a guarantee of the estimates to be presented in the draft or final engineering reports.

I.M. To Be Provided By The City

The City will obtain and furnish to the Consulting Engineer maps, diagrams, records, data and information as is requested by the Consulting Engineer and not otherwise reasonably available to the Consulting Engineer in the public record.

The City will furnish legal counsel as needed by the Consulting Engineer to obtain information in the public record and provide legal interpretation of contract documents, statutes, codes and government regulations.

-END OF PART I-

R. W. Beck and Associates

PART II - PAYMENT

City of Fort Wayne, Indiana  
Electric System Acquisition Study

II.A. Basis of Payment

For the services furnished, the City shall pay R. W. Beck and Associates, Consulting Engineer, upon submission of monthly invoices, an amount equal to the actual hours of services furnished multiplied by the product of the Consulting Engineer's established hourly Salary Cost, which includes an allowance for personnel benefits, and a factor of 2.25.

In addition, the City shall reimburse the Consulting Engineer each month at cost for all out-of-pocket expenses directly chargeable to the work, at the Consulting Engineer's then current rates for computer and reproduction facilities and at cost plus 10% for Special Consultants and Subcontractors.

II.B. Amount of Contract

On the basis of the scope of services identified to be provided by the Consulting Engineer in paragraphs I.A. through I.L. in PART I - SERVICES, the total amount to be paid by the City for such services furnished and expenses reimbursed shall not exceed \$60,000.00 without prior written authorization by the City. However, should the services to be provided by the Consulting Engineer exceed that identified in PART I - SERVICES and cause the total charges to exceed \$60,000 or should the City be unable to obtain the information requested by the Consulting Engineer under paragraph I.M. in PART I - SERVICES on a timely basis, the Consulting Engineer will not be obligated to continue to provide services until and unless the City authorizes charges in excess of \$60,000.

-END OF PART II-

PART III - STANDARD PROVISIONS

2. The Client will limit any and all claims of the Client against the Consulting Engineer, its partners, officers, agents, employees or servants, to an amount not to exceed the sum of the amounts paid to or on behalf of the Consulting Engineer as the proceeds of any applicable insurance plus the deductible amount of such insurance or \$200,000, whichever is greater.

3. In partial but specific consideration of the execution of this Agreement by the Consulting Engineer, it is agreed that for amounts not reimbursed by nor within the deductible amount of the insurance maintained by the Consulting Engineer, the Client shall indemnify the Consulting Engineer, its partners, officers, agents, employees and servants against all expense or liability of any kind arising out of any claim for loss of life, bodily or personal injury, property damage or other loss from any cause related to the furnishing of the services covered by this Agreement, except the sole negligence of the Consulting Engineer.

4. The Client and the Consulting Engineer shall not be liable to each other in any event for consequential damages, including but not limited to: interest (except as otherwise provided); loss of anticipated revenues, earnings or profits; increased expense of operations; or loss by reason of shutdown or non-operation due to late completion or otherwise.

5. In the event of any payment of any kind by or on behalf of either party to this Agreement under the provisions of this paragraph entitled "Liability" to or on behalf of the other party, the paying party shall be subrogated to the extent of the amount of such payment to all rights and remedies of the other party against any third party regarding any matter to which such payment is pertinent.

III.G. Suspension or Termination of Services

The Client or the Consulting Engineer may suspend or terminate any or all services covered in this Agreement at any time upon written notice in which event the Client shall pay the Consulting Engineer for all services rendered and expenses incurred to the effective date of such suspension or termination.

III.H. Contractor's Performance and Safety

The Consulting Engineer shall not be responsible: for safety on the Client's premises or project site; for providing or assuring a safe place for the performance of the work; for safety precautions, programs or equipment; for construction means, methods, techniques, sequences or procedures; nor for contractor's failure to perform the work in accordance with the Contract Documents.

III.I. Disposition of Documents

Upon completion of the services provided under this Agreement, the Consulting Engineer shall deliver to the Client one copy of all Reports, Specifications and Contract Documents and one transparency of each of the Drawings. The originals of all Reports, Specifications, Drawings and Contract Documents shall be retained by the Consulting Engineer and upon request by the Client, the Consulting Engineer will furnish copies to the Client at actual cost of duplication and mailing. If such Reports, Specifications, Drawings or Contract Documents or reproductions thereof, or any other items relating to the services of the Consulting Engineer are changed in any way or used by the Client for any other project or purpose, the Client shall indemnify, defend and hold harmless the Consulting Engineer from all loss, damage, liability or expense arising out of such changes or use.

III.J. Equal Opportunity

The Consulting Engineer will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Consulting Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex or national origin.

III.K. Severability and Headings

1. If any part of this Agreement, including, but not limited to, any provision, paragraph, clause, phrase or words, is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder shall be given full force and effect.

2. The descriptive headings used in this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions of this Agreement.

III.L. Notice

All notices relating to this Agreement shall be in written form delivered in person or by Registered or Certified United States Mail, postage prepaid, to the Consulting Engineer or to the Client to the attention of its chief executive officer at the last business address of the principal office of the addressee known to the sender.

- END OF PART III -

PART III - STANDARD PROVISIONS**III. A. Consulting Engineer's Organizations**

R. W. Beck and Associates is a partnership and R. W. Beck and Associates, Inc. is a corporation controlled by the partnership. Both entities are organized and operating under the laws of the State of Washington. It is expressly agreed that the partnership may be changed by addition or reduction in the number of the partners or redistribution of the partnership interests and this Agreement may be assigned to the partnership or to the corporation. The Consulting Engineer may assign the compensation from this Agreement to any other entity.

**III. B. Professional Services**

The Consulting Engineer shall be consultant and advisor to the Client and shall not be agent or representative of the Client. The Consulting Engineer represents that the services furnished under this Agreement will be in accordance with generally accepted professional practices. Any estimate of cost of equipment, construction, ownership or operation furnished by the Consulting Engineer shall be the Consulting Engineer's opinion based upon its professional judgment and experience. The Consulting Engineer makes no other representation or warranty, express or implied.

**III. C. Change in Scope and Delays**

1. If the provisions for payment in this Agreement provide for a fixed fee or a maximum payment for services, such fee or maximum is for the Scope of Services described in the Agreement. If the Scope of Services is modified so that more or less work or time is required, and such modification is approved by the Client and the Consulting Engineer, the fee or maximum and the time will be equitably adjusted.

2. In the event of delays in or failures of performance of the Consulting Engineer caused by circumstances beyond its control, the Consulting Engineer's fee or maximum and the time allowed shall be equitably adjusted, and such delays or failures shall not constitute a default or give rise to any claim against the Consulting Engineer.

**III. D. Relating to Payment**

1. The Consulting Engineer's "Salary Costs" allow for basic salary and personnel benefits, including: life, accident and medical insurance; sick leave, holiday and vacation pay; social security, workmen's compensation, unemployment compensation and pension retirement contributions; and similar employment-related costs. Basic salary per hour shall be twelve times current monthly salary for employees or current monthly drawings in lieu of salary for partners, exclusive of overtime, bonus or other profit participation payments, divided by 2,080.

2. The Consulting Engineer's "Out-of-Pocket Expenses" are those expenditures made by the Consulting Engineer, other than Salary Costs, costs of reproduction and computer facilities and costs of Special Consultants and Subcontractors, which are directly chargeable to the Project and which would not otherwise have been incurred. Such expenditures include, but are not limited to, transportation, lodging, subsistence, communications, liability and other insurance premiums when required by the Client in addition to the types and amounts currently carried by the Consulting Engineer, taxes other than those levied on the profits or net income of the Consulting Engineer, equipment rentals and repair, and special mailing, forms, materials and supplies required during the progress of the work. Reimbursement for out-of-pocket expenses shall be an amount equal to the cost thereof.

3. In event of the inability or failure of the Client to pay as agreed, interest commencing sixty days after the date of invoice shall be paid by the Client to the Consulting Engineer on the last day of each month on all unpaid amounts due the Consulting Engineer at the interest rate then currently available to the Consulting Engineer at the Rainier National Bank of Seattle.

**III. E. Insurance**

The Consulting Engineer shall maintain in effect, to the extent that such insurance is available at reasonable cost, employer's liability, professional liability, comprehensive general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance with respect to employees and vehicles of the Consulting Engineer assigned to the prosecution of work under this Agreement in a maximum amount not less than \$5,000,000 and statutory workmen's compensation protection. Upon written request, the Consulting Engineer will supply to the Client a description of each such insurance policy currently in effect, specifying the amount thereof. The Consulting Engineer will obtain and thereafter maintain in effect, if reasonably available, such additional insurance as may be requested by the Client, the cost of which shall be reimbursed by the Client.

**III. F. Liability**

1. The Consulting Engineer shall defend, indemnify and hold harmless the Client and its governing board, officers, agents, employees and servants from all sums for which it is finally determined that the Consulting Engineer has legal liability to other than the Client arising out of any acts, errors or omissions of the Consulting Engineer in furnishing services pursuant to this Agreement; provided, however, such defense, indemnification and hold harmless shall not exceed the sum of the amounts paid to or on behalf of the Consulting Engineer as the proceeds of any applicable insurance plus the deductible amount of such insurance.



R. W. Beck and Associates

AGREEMENT FOR ENGINEERING SERVICES

Date: January 15, 1980

No. II-3364-EAL-MX

Client: City of Fort Wayne

Beck Office: Indianapolis

Address: City County Building  
One Main Street  
Fort Wayne, Indiana 46825

Address: 6535 East 82nd Street  
P. O. Box 50232  
Indianapolis, Indiana 46250

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Project: Electric System Acquisition Study

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This Agreement for Engineering Services combines all understandings relative to the engineering services for this Project into a single agreement superseding all previous correspondence and discussions.

All studies, reports, estimates and other services for this Project which are required and payment for such services shall be in accordance with the details in the following Parts which, together with the acceptance, shall constitute the whole agreement:

Part I - Services

Part II - Payment

Part III - Standard Provisions

Part IV - Letter dated 1/23/80 from R. W. Beck & Associates to  
John H. Logan

Part V - General Ordinance No.  
G-02-80, as amended

City of Fort Wayne, Indiana  
Owner and Client

R. W. Beck and Associates  
Consulting Engineer

Accepted By: Winfield C. Moses, Jr.  
Title: Mayor

Submitted By: James Council  
Title: Registered Professional Engineer in the State of Indiana

Attest By: Charles W. Westerman  
Title: City Clerk

Authorized By: William R. Mayhew  
Title: Partner and Manager  
Midwest Region

~~6-17~~  
1  
2 BILL NO. G-80-01-25 AS AMENDED

3  
4 GENERAL ORDINANCE NO. G- 02-80 AS AMENDED

5 AN ORDINANCE APPROVING A CONTRACT  
6 FOR FEASIBILITY STUDY CONCERNING  
7 ACQUISITION, PURCHASE AND/OR CON-  
8 DEMNATION OF PRESENTLY OPERATING  
9 ELECTRIC UTILITY SYSTEM.

10 WHEREAS, heretofore a petition has been filed with the  
11 Common Council pursuant to IC 8-1-2-99 et seq., requesting the  
12 Common Council of the City of Fort Wayne, Indiana to acquire,  
13 purchase and/or condemn the presently operating electric  
14 utility system in order in its place to establish, own and  
15 operate a municipally owned electric utility; and,

16 WHEREAS, said Common Council has heretofore received a  
17 legal opinion from the firm of Chapman and Cutler establishing  
18 the legality of said petition; and,

19 WHEREAS, pursuant to Resolution authorizing employment of  
20 a firm for a feasibility study concerning the City of Fort  
21 Wayne's acquisition of electric utility system, an ad hoc  
22 committee of said Common Council has chosen the firm of R.W.  
23 Beck and Associates, 6535 E. 82nd Street, Indianapolis, Indiana  
24 46250 to conduct said feasibility study; and,

25 WHEREAS, R.W. Beck and Associates has submitted its proposed  
26 Agreement for engineering services which proposed Contract has  
27 been studied by said ad hoc committee of said Common Council.

28 NOW THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE  
29 CITY OF FORT WAYNE, INDIANA:

30 Section 1. That the Common Council of the City of Fort  
31 Wayne, Indiana does hereby approve a certain Agreement for  
32 engineering services submitted to the City of Fort Wayne, Indiana  
33 on January 15, 1980 by said R.W. Beck and Associates subject  
34 to the following:

- 35 (a) If the referendum held in connection with  
the general election in the City of Fort  
Wayne, Indiana on May 6, 1980 results in

1  
2 approval of the City of Fort Wayne, Indiana's  
3 acquisition of the presently operating  
4 electric utility system, R.W. Beck and  
5 Associates shall not be considered as  
6 consultants to said City of Fort Wayne,  
7 Indiana;

8 (b) The sensitivity analysis covering future  
9 litigation costs shall be included in the  
10 Agreement for engineering services to be  
11 performed for the City of Fort Wayne, Indiana  
12 by R.W. Beck and Associates;

13 (c) Since there are several different methods used  
14 to appraise existing plant and equipment, the  
15 Common Council through its representative,  
16 together with a representative of R.W. Beck  
17 and Associates shall arrive at a mutually  
18 acceptable method of appraisal, said  
19 methodology to be approved by the Common  
20 Council of the City of Fort Wayne, Indiana  
21 and utilized in the appraisal of Indiana  
22 & Michigan Electric Company's existing plant  
23 and equipment;

24 (d) Subject to sub-paragraphs (a), (b), and (c)  
25 above the Common Council of the City of  
26 Fort Wayne, Indiana does authorize the  
27 Mayor of the City of Fort Wayne and the  
28 Clerk of the City of Fort Wayne, Indiana  
29 to sign and deliver contract to R.W. Beck  
30 and Associates.

Councilman

John H. Logan, Attorney for Common Council



## THE CITY OF FORT WAYNE

510 Lincoln Bank tower  
Fort Wayne, Indiana 46802

February 1, 1980

R.W. Beck and Associates  
6535 East Eighty Second Street, Suite 213  
P.O. Box 50232  
Indianapolis, In. 46250

File No. II-3364-EAL-MX

Attn: Mr. Gary Cornish, Associate and Manager  
Indianapolis Office

Re: Contract for Consultant  
Services for the City of  
Fort Wayne, Indiana

Dear Mr. Cornish:

Enclosed herewith is the Contract For Consultant Services for the City of Fort Wayne duly signed by the Mayor and attested by the City Clerk. We have retained the original Contract signed by your officials in the Mayor's office. Please note that we have attached part 4 and part 5 including copy of letter of January 23, 1980 addressed to me as Attorney for the Common Council and a copy of the General Ordinance posing changes in the Contract.

Yours very truly,

A handwritten signature in dark ink, appearing to read "John H. Logan".

JOHN H. LOGAN

jhl/bm  
Encl.

1.) Donald Schmidt moved, seconded by \_\_\_\_\_

That R. W. Beck & Associates be required to appraise existing plant and equipment of Indiana & Michigan Electric Company at its present market value less depreciation. This motion was voted down by a vote of 5 nays and 3 yeas and 1 abstention.

2.) Donald Schmidt moved, seconded by \_\_\_\_\_

That if the City of Fort Wayne decides to purchase or acquire the presently operating electric utility system, that R. W. Beck & Associates shall not be considered as consultants to said City of Fort Wayne, Indiana. This motion was passed with 6 yeas and 3 nays.

3.) Donald Schmidt then moved, <sup>seconded by</sup> that the sensitivity analysis covering future litigation costs shall be included in the agreement for engineering services to be performed for the City of Fort Wayne, Indiana by R. W. Beck & Associates.

This motion was passed by a vote of 6 yeas and 3 nays.

4.) Mark GiaQuinta then moved, <sup>seconded by</sup> that since it has been determined that there are several different methods, each with varying effects which could be used to appraise Indiana & Michigan Electric Company's existing plant and equipment, that the Common Council of the City of Fort Wayne, through its representative, together with a representative of R. W. Beck & Associates, shall arrive at a mutually acceptable method of appraisal; said methodology to be approved by majority vote of the Common Council of the City of Fort Wayne, Indiana.

This motion was passed by a vote of 6 yeas and 3 nays.

Donald Schmidt moved, seconded by \_\_\_\_\_

That R. W. Beck & Associates be required to appraise existing plant and equipment of Indiana & Michigan Electric Company at its present market value less depreciation. This motion was voted down by a vote of 5 nays and 3 yeas and 1 abstention.

Donald Schmidt moved, seconded by \_\_\_\_\_

That if the City of Fort Wayne decides to purchase or acquire the presently operating electric utility system, that R. W. Beck & Associates shall not be considered as consultants to said City of Fort Wayne, Indiana. This motion was passed with 6 yeas and 3 nays.

Donald Schmidt then moved that the sensitivity analysis covering future litigation costs shall be included in the agreement for engineering services to be performed for the City of Fort Wayne, Indiana by R. W. Beck & Associates.

This motion was passed by a vote of 6 yeas and 3 nays. Mark GiaQuinta then moved that since it has been determined that there are several different methods, each with varying effects which could be used to appraise Indiana & Michigan Electric Company's existing plant and equipment, that the Common Council of the City of Fort Wayne, through its representative, together with a representative of R. W. Beck & Associates, shall arrive at a mutually acceptable method of appraisal; said methodology to be approved by majority vote of the Common Council of the City of Fort Wayne, Indiana.

This motion was passed by a vote of 6 yeas and 3 nays.

Amendment No. 1

Read the first time in full and on motion by \_\_\_\_\_,  
seconded by \_\_\_\_\_, and duly adopted, read the second time  
by title and referred to the Committee \_\_\_\_\_ (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, 19\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: \_\_\_\_\_

CHARLES W. WESTERMAN  
CITY CLERK

Read the third time in full and on motion by \_\_\_\_\_,  
seconded by \_\_\_\_\_, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>3</u>	<u>5</u>	<u>1</u>	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	_____	<u>✓</u>	_____	_____	_____
<u>GiaQUINTA</u>	_____	<u>✓</u>	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	<u>✓</u>	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	_____	<u>✓</u>	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	_____	<u>✓</u>	_____	_____	_____
<u>TALARICO</u>	_____	<u>✓</u>	_____	_____	_____

*Lucas*

DATE: \_\_\_\_\_

CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)  
(APPROPRIATION) ORDINANCE (RESOLUTION) No. \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. - D. S.

ATTEST: (SEAL)

- P. B.

CHARLES W. WESTERMAN - CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at the hour of  
\_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this \_\_\_\_\_ day of

19\_\_\_\_, at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

WINFIELD C. MOSES, JR.  
MAYOR



Amend No. 2

SUSPENSION OF RULES

get copied

BILL NO. \_\_\_\_\_

COUNCILMAN \_\_\_\_\_, MOVED TO SUSPEND THE RULES ON THE  
PASSAGE OF BILL NO. \_\_\_\_\_, AT THE MEETING OF THE  
COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA HELD ON \_\_\_\_\_  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_. SAID MOTION WAS  
SECONDED BY COUNCILMAN \_\_\_\_\_, AND DULY PASSED BY  
UNANIMOUS VOTE OF ALL LEGALLY ELECTED MEMBERS OF THE COMMON COUNCIL. THE  
ABOVE BILL NO. \_\_\_\_\_ WAS THEN PLACED ON PASSAGE.

DATE: \_\_\_\_\_

CHARLES W. WESTERMAN - CITY CLERK

\_\_\_\_\_  
PRESIDING OFFICER

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>3</u>	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	_____	<u>✓</u>	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	_____	<u>✓</u>	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	_____	<u>✓</u>	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA,  
AS \_\_\_\_\_.

ATTEST:

(SEAL)

D. S.  
P. B.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CHARLES W. WESTERMAN - CITY CLERK

SUSPENSION OF RULES

Amount \$ 3

get Copy

BILL NO. \_\_\_\_\_

COUNCILMAN \_\_\_\_\_, MOVED TO SUSPEND THE RULES ON THE  
PASSAGE OF BILL NO. \_\_\_\_\_, AT THE MEETING OF THE  
COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA HELD ON \_\_\_\_\_  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_. SAID MOTION WAS  
SECONDED BY COUNCILMAN \_\_\_\_\_, AND DULY PASSED BY  
UNANIMOUS VOTE OF ALL LEGALLY ELECTED MEMBERS OF THE COMMON COUNCIL. THE  
ABOVE BILL NO. \_\_\_\_\_ WAS THEN PLACED ON PASSAGE.

DATE: \_\_\_\_\_

CHARLES W. WESTERMAN - CITY CLERK

\_\_\_\_\_  
PRESIDING OFFICER

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>6</u>	<u>3</u>	_____	_____	_____
<u>BURNS</u>	_____	✓	_____	_____	_____
<u>EISBART</u>	_____	✓	_____	_____	_____
<u>GiaQUINTA</u>	✓	_____	_____	_____	_____
<u>NUCKOLS</u>	✓	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	✓	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	✓	_____	_____	_____	_____
<u>SCHOMBURG</u>	✓	_____	_____	_____	_____
<u>STIER</u>	_____	✓	_____	_____	_____
<u>TALARICO</u>	✓	_____	_____	_____	_____

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA,  
AS \_\_\_\_\_.

19: 5.  
2 - Ben Enderest

ATTEST:

(SEAL)

DATE: \_\_\_\_\_

\_\_\_\_\_  
CHARLES W. WESTERMAN - CITY CLERK

It has been determined  
that there are several  
different methods, each  
with varying effects, which  
could be used to appraise  
Indiana & Michigan's existing  
plant and equipment.

The Common Council of  
F.W., through its representative,  
together with <sup>a</sup> representatives of  
R.W. Beck, shall arrive at  
a mutually acceptable method  
of appraisal; said methodology  
to be approved by majority vote of →



the F.W. Common  
Council.

SUSPENSION OF RULES

*amend 76.4*  
*get Regie*  
*Via Quinte*

BILL NO. \_\_\_\_\_

COUNCILMAN \_\_\_\_\_, MOVED TO SUSPEND THE RULES ON THE  
PASSAGE OF BILL NO. \_\_\_\_\_, AT THE MEETING OF THE  
COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA HELD ON \_\_\_\_\_  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19 \_\_\_\_\_. SAID MOTION WAS  
SECONDED BY COUNCILMAN \_\_\_\_\_, AND DULY PASSED BY  
UNANIMOUS VOTE OF ALL LEGALLY ELECTED MEMBERS OF THE COMMON COUNCIL. THE  
ABOVE BILL NO. \_\_\_\_\_ WAS THEN PLACED ON PASSAGE.

DATE: \_\_\_\_\_

CHARLES W. WESTERMAN - CITY CLERK

\_\_\_\_\_  
PRESIDING OFFICER

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	<u>2</u>	_____	_____	_____
<u>BURNS</u>	_____	<input checked="" type="checkbox"/>	_____	_____	_____
<u>EISBART</u>	<input checked="" type="checkbox"/>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<input checked="" type="checkbox"/>	_____	_____	_____	_____
<u>NUCKOLS</u>	<input checked="" type="checkbox"/>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<input checked="" type="checkbox"/>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<input checked="" type="checkbox"/>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<input checked="" type="checkbox"/>	_____	_____	_____	_____
<u>STIER</u>	_____	<input checked="" type="checkbox"/>	_____	_____	_____
<u>TALARICO</u>	<input checked="" type="checkbox"/>	_____	_____	_____	_____

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA,  
AS \_\_\_\_\_.

*Via Quinte*  
*Ja Thuesen*

ATTEST:

(SEAL)

DATE: \_\_\_\_\_

\_\_\_\_\_  
CHARLES W. WESTERMAN - CITY CLERK